

No. 10257

**UNITED STATES OF AMERICA
and
COLOMBIA**

Exchange of notes constituting an agreement for the continuation of the co-operative program for the operation of a rawinsonde observation station at Bogotá and a similar station on San Andrés Island (with memorandum of arrangement). Bogotá, 19 December 1968

Authentic texts: English and Spanish.

Registered by the United States of America on 3 February 1970.

**ÉTATS-UNIS D'AMÉRIQUE
et
COLOMBIE**

Échange de notes constituant un accord portant prorogation d'un programme de coopération en vue de l'exploitation d'une station de radiosondage/radiovent à Bogotá et d'une station analogue dans l'île de Saint-André (avec mémorandum d'application). Bogotá, 19 décembre 1968

Textes authentiques: anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 3 février 1970

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT ¹
BETWEEN THE UNITED STATES OF AMERICA AND
COLOMBIA FOR THE CONTINUATION OF THE CO-
OPERATIVE PROGRAM FOR THE OPERATION OF A
RAWINSONDE OBSERVATION STATION AT BOGOTÁ
AND A SIMILAR STATION ON SAN ANDRÉS ISLAND

I

The American Ambassador to the Minister for Foreign Affairs of Colombia

EMBASSY OF THE UNITED STATES OF AMERICA

No. 1344

Bogotá, December 19, 1968

Excellency:

I have the honor to refer to the cooperative program between the Government of the United States of America and the Government of Colombia for the operation of a rawinsonde observation station at Bogotá and a similar station on San Andrés Island. The program was established by an agreement effected by an exchange of notes on February 6 and March 14, 1956 ². The program was subsequently extended by exchanges of notes in 1959 ³ and 1964 ⁴.

In view of the mutual benefit of this program, my Government proposes that it be continued on the following terms:

1. *Purpose.* The purpose of the program shall be the facilitation of the operation and maintenance of a rawinsonde observation station at Bogotá, Colombia, and of a similar station on San Andrés Island, Colombia, and the international dissemination of reports of the observations from those two stations, through cooperation between the designated cooperating agencies of the two Governments.

2. *Cooperating Agencies.* The cooperating agencies shall be (1) for the Government of the United States of America, the Weather Bureau, Department of Commerce, until July 12, 1965, and thereafter the Environmental Science Services Administration, Department of Commerce, hereinafter referred to as the United

¹ Came into force on 19 December 1968, with retroactive effect from 1 July 1965, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, vol. 271, p. 303.

³ *Ibid.*, vol. 344, p. 193.

⁴ *Ibid.*, vol. 530, p. 77.

States Cooperating Agency, and (2) for the Government of Colombia, the Empresa Colombiana de Aerodromos, hereinafter referred to as the Colombian Cooperating Agency.

3. *Title to Property.* Title to all real property and any improvements thereto, furnished, acquired, or constructed for the purpose of conducting the program covered by this agreement shall be vested in the Colombian Cooperating Agency. Title to any item of equipment or other item of personal property shall remain vested, unless otherwise agreed between the two Cooperating Agencies in a specific case, in the Cooperating Agency which supplied, or provided funds for the supply of, the item.

4. *Expenditures.* All expenditures incident to the obligations assumed by the United States Cooperating Agency shall be paid by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Colombian Cooperating Agency shall be paid by the Government of Colombia.

5. *Exemption from Duties and Taxes.*

(a) All equipment including automobiles and supplies furnished by the United States Cooperating Agency and imported into Colombia for use in the cooperative program shall be admitted free of customs and import duties;

(b) Any national of the United States of America, serving or employed in Colombia as the resident technician assigned to the cooperative program by the United States cooperating agency and present in Colombia by reason only of such service or employment, shall be exempt from the payment of customs and import duties on those personal belongings, household effects, equipment and supplies, including one privately owned automobile, which are imported into Colombia for his own use or the use of members of his immediate family, provided that such items are imported at the time of his entry into Colombia or within the period of six months immediately following such entry.

(c) Any such national, and the wife and minor children of any such national, shall be exempt from the payment of all Colombian taxes including (1) income tax (except in respect of income derived from Colombian sources); (2) social security taxes; (3) any poll tax or similar tax on his person; and (4) any tax on the ownership or use of property situated outside Colombia.

(d) No person ordinarily resident in the United States of America shall be liable to pay in Colombia any tax in the nature of a license in respect of any service or work for the Government of the United States of America in connection with the cooperative program or under any contract made with the Government of the United States of America in connection with the cooperative program.

6. *Protection of Radio Frequencies.* The radio operating frequencies 401-406 Mc/s and 1660-1700 Mc/s shall be protected in order to insure their use free of interference for rawinsonde observations, in accordance with the provisions of the Radio Regulations annexed to the International Telecommunication Convention.

7. *Memorandum of Arrangement.* A Memorandum of Arrangement, specifying further details of the cooperative program to be operated under the agreement, has been agreed by the two Cooperating Agencies and is annexed hereto. This Memorandum of Arrangement may be amended at any time by further agreement between the Cooperating Agencies.

8. *Term.* This agreement shall continue in force until terminated by mutual agreement of the two Governments or until sixty days after one Government gives to the other Government notice in writing of its desire to terminate it.

I have the honor to propose that, if the above proposal meets with the approval of your Excellency's Government, this note and your Excellency's reply thereto be considered as constituting an agreement between our two Governments concerning this matter which shall enter into retroactive effect as from July 1, 1965.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

Reynold E. CARLSON

His Excellency Dr. Alfonso López Michelsen
Minister for Foreign Affairs
Bogotá

MEMORANDUM OF ARRANGEMENT

The Environmental Science Services Administration, Department of Commerce, hereinafter referred to as the United States Cooperating Agency, and the Empresa Colombiana de Aeródromos, hereinafter referred to as the Colombian Cooperating Agency,

Pursuant to the provisions of the agreement between the Government of the United States of America and the Government of Colombia of December 19, 1968, for the continuation of the cooperative program for the operation of rawinsonde observation stations on San Andrés Island and at Bogotá;

Have agreed as follows:

1. *Name of Undertaking.* The program to which this Memorandum of Arrangement refers shall be known as the "United States-Colombian Cooperative Meteorological Observation Program."

2. *Conduct of Work.* The management of the stations and the conduct of their observational and reporting programs shall be under the control of the Colombian Cooperating Agency, acting in close collaboration with the United States Cooperating Agency.

3. *Specific Undertakings on the Part of the United States Cooperating Agency.*
The United States Cooperating Agency:

- (a) shall provide the rawinsonde ground equipment and supplies, including hydrogen generators, radiosonde units, balloons, chemicals for manufacturing hydrogen and forms required to maintain and operate the stations at Bogotá and on San Andrés Island;
- (b) shall provide standby electricity generators for the station on San Andrés Island;
- (c) shall pay the cost of transporting to the local ports serving the stations the equipment and supplies mentioned above;
- (d) shall assume responsibility for, and pay the cost of, installing and maintaining at both stations the equipment referred to in 3 (a) and 3 (b) and shall provide appropriate assistance in the training of the Colombian station personnel;
- (e) shall assign a resident technician to the station on San Andrés Island to perform, at both stations, the installation, maintenance and training duties prescribed in 3 (d) above, and shall provide a motor vehicle for his use.

4. *Specific Undertakings on the Part of the Colombian Cooperating Agency.*
The Colombian Cooperating Agency:

- (a) shall provide the necessary observing personnel for operating the rawinsonde stations at Bogotá and on San Andrés Island;
- (b) shall provide at both stations the necessary buildings, facilities and services, including water and electric power;
- (c) shall arrange for rawinsonde observations to be made and reported twice daily at each station at 0000 GMT and 1200 GMT, Sundays and holidays included, and occasionally at other times when so requested by the United States Cooperating Agency to meet hurricane forecasting or research requirements, these observations and reports to be made in accordance with the practices and procedures recommended by the World Meteorological Organization and the provisions of the appropriate United States technical manuals;
- (d) shall transmit all rawinsonde reports promptly to an agreed point or points in the United States of America, for further international dissemination and shall pay the cost of such transmission within Colombia;
- (e) shall furnish to the United States Cooperating Agency copies of the rawinsonde observations, on forms to be provided by the United States Cooperating Agency, and shall make available to that Agency, on request, any recorder records, calibration data and maintenance records of the ground-recording equipment which may be required for reference;

- (f) shall meet the cost of transporting equipment and supplies within Colombia, including local drayage, and of transporting the resident technician from San Andrés to Bogotá and return, whenever his services are needed to maintain the equipment in Bogotá;
- (g) shall pay to the United States Cooperating Agency, on or before February 28, 1969, such a sum in dollars in United States currency as is necessary to make the total of all such payments by the Colombian Cooperating Agency to the United States Cooperating Agency, during the period July 1, 1959, through December 31, 1968, equal to 52,500 dollars (fifty-two thousand five hundred dollars), and an additional sum of 26,000 dollars (twenty-six thousand dollars) in United States currency, for the year ending December 31, 1969; and, thereafter, on the first day of January of each year, commencing on January 1, 1970, the sum of 26,000 dollars (twenty-six thousand dollars) in United States currency, all such payments being in acknowledgement of the services rendered or to be rendered by the United States Cooperating Agency in connection with the cooperative program.

5. *Liability.* Each Cooperating Agency shall be responsible for claims for damage to property or injury to persons with respect only to activities under the program directly engaged in or performed by that Cooperating Agency or its employees. No liability shall attach to either Cooperating Agency based solely on title to the equipment, facilities or other property used in the program.

6. *Term.* This Memorandum of Arrangement shall enter into force on the date on which it was signed and shall remain in force for the duration of the agreement to which it is annexed, on the understanding that participation of either Cooperating Agency in the cooperative program shall be subject to the availability of funds appropriated by the legislative body concerned.

7. *Amendments.* The terms of this Memorandum of Arrangement may be amended at any time by agreement between the two Cooperating Agencies.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have executed this Memorandum of Arrangement at Bogotá, Colombia, on December 19, 1968.

For the Colombian
Cooperative Agency:

Empresa Colombiana
de Aeródromos

By J. BERON

For the United States
Cooperating Agency:

Environmental Science Services
Administration

By Reynold E. CARLSON

EN FÉ DE LO CUAL, los suscritos, estando debidamente autorizados para ello, han celebrado este Memorandum de Acuerdo en Bogotá, hoy 19 de diciembre de 1.968.

Por la Agencia cooperante
de Colombia:

Empresa Colombiana
de Aeródromos

J. BERON

Por la Agencia cooperante
de los Estados Unidos:

Administración de Servicios
de Ciencia de Medio Ambiente

Reynold E. CARLSON

[TRANSLATION ¹ — TRADUCTION ²]

*The Minister for Foreign Affairs of Colombia
to the American Ambassador*

MINISTRY OF FOREIGN AFFAIRS

O/J.1297

Bogotá, D. E., December 19, 1968

Mr. Ambassador:

I take pleasure in acknowledging receipt of note No. 1344 of this date, in which Your Excellency refers to the cooperative program between the Government of Colombia and the Government of the United States of America for the operation of a rawinsonde observation station at Bogotá and a similar station on San Andrés Island, which program was established by an agreement effected by an exchange of notes on February 6 and March 14, 1956, and subsequently extended by exchanges of notes in 1959 and 1964.

¹ Translation by the Government of the United States of America.

² Traduction du Gouvernement des États-Unis d'Amérique.

In view of the mutual benefits that our two countries may continue to derive from the aforesaid program and with the prior approval of the Empresa Colombiana de Aeródromos, I take the liberty of informing Your Excellency that my Government is happy to agree to the continuation of the bilateral cooperative program under the following conditions:

[See note I]

I also take the liberty of informing Your Excellency that the Government of Colombia accepts the proposal that the above-mentioned note, under the conditions transcribed in this favorable note of reply, be considered as constituting an agreement between our two Governments concerning this matter, and that the aforesaid agreement shall enter into retroactive effect as from July 1, 1965.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

Alfonso LÓPEZ MICHELSEN
Minister for Foreign Affairs

His Excellency Reynold E. Carlson
Ambassador Extraordinary and Plenipotentiary of the United States of
America
Bogotá
